UBS

UBS Financial Services Inc. Accident Insurance Plan

January 1, 2009

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Introduction

The UBS Financial Services Inc. Travel Accident Insurance Plan (the "Accident Insurance Plan") protects your family's financial security by paying benefits in the event of accidental death, disability or dismemberment.

This booklet, called a Summary Plan Description or SPD, contains a description of the UBS Financial Services Inc. Travel Accident Insurance Plan in effect on January 1, 2009.

Please read this booklet carefully and keep it in a safe place. You should also let your beneficiary(ies) know where you keep this document.

This SPD is intended to describe, in general terms, the benefits you may be provided under the Accident Insurance Plan. The Accident Insurance Plan is a component plan in, and is thus part of and offered through, the UBS Financial Services Inc. Group Health and Welfare Benefits Plan. A description of each of the other component plans in the Group Health and Welfare Benefits Plan is set forth in the separate Summary Plan Description for each such component plan. The SPD does not determine rights under the Accident Insurance Plan, but is intended only to summarize the important provisions of the plan. If there is any inconsistency between this Summary and the Accident Insurance Plan documents, the terms of the plan documents will govern.

Joining the Plan

Eligibility

Under the Accident Insurance Plan, Business Travel Accident Insurance and Personal Accident Insurance are available to all active full-time employees and all active part-time locked-in employees working a schedule of at least 20 hours per week.

Eligible Dependents

For both insurance benefits, your *eligible dependents* are defined as:

- Your spouse or domestic partner under age 75, and his/her eligible dependents
- Your unmarried children under age 19 including foster, adopted and stepchildren who live with you in a parent-child relationship and who depend solely on you for support
- Your unmarried children ages 19 to 25 who attend school on a full-time basis and who depend solely on you for support
- Natural and adopted children for whom you have a specific legal obligation as a result of a divorce, legal separation or other family court order

Domestic Partnership

A domestic partnership is defined as two people living together in an exclusive relationship. This includes same-sex partners as well as opposite-sex partners. In order to be considered in a domestic partnership, you must meet the following criteria:

- You share the same residence;
- You are not related by blood to a degree of closeness that would prohibit marriage were you of the opposite sex;
- You are mutually responsible for basic living expenses;
- You are both at least 18 years of age;
- Neither of you is married to anyone else;
- Neither of you is in a domestic partnership with anyone else;
- You have filed a Statement of Domestic Partnership (may be obtained on the Human Resources section of the Firm's intranet); and
- You must provide proof of cohabitation and financial interdependence.

Requirements

For your domestic partner to be eligible for this benefit, you must be registered at any government agency as domestic partners or you must provide the Benefits Department with one of the following from each group:

Financial Interdependence

- Copy of a signed lease showing both names;
- Copy of a joint mortgage note;
- Copies of statements of any joint accounts showing both names, including, but not limited to, bank accounts, investment accounts, credit and charge cards.

Cohabitation

- Copies of drivers' licenses, car registrations, voter registration cards, account statements or tax returns for both of you reflecting **the same address shown on your lease or mortgage note;**
- Copies of utility bills and insurance policies showing beneficiary designation. These can show each of your names individually with the same address.

To enroll your domestic partner, you must provide the Benefits Department with a completed Statement of Domestic Partnership. If you need to terminate coverage of a domestic partner, you must provide a Declaration of Termination of Domestic Partnership. Please refer to the Human Resources section of the Firm's intranet for a Domestic Partnership enrollment package.

When Coverage Begins

- **Business Travel Accident Insurance**—You are automatically covered under the Business Travel Accident Insurance benefit of the Accident Insurance Plan on your first day of employment. You do not need to complete an enrollment form. The cost of Business Travel Accident Insurance is paid for by the Firm.
- **Personal Accident Insurance**—If you enroll in the Personal Accident Insurance benefit of the Accident Insurance Plan within 31 days from the date you are hired, coverage is effective as of your date of hire. If you do not enroll within 31 days of your hire date, you may enroll at any later date. Personal Accident Enrollment elections are made on-line through the Payroll & Benefits Self-Service Portal. Coverage will then be effective on the date that your request is made online. All premiums for this benefit are paid by you on an after-tax basis.

Business Travel Accident Insurance

Amount of Benefits

If you or a covered family member is injured, disabled or killed in an accident while traveling on business for the Firm, the benefit you or your survivors receive depends on the type of loss, who suffers the loss and the limitations set forth in this document.

In the event of loss of life, the Business Travel Accident Insurance benefit pays:

- For you—an amount equal to five times your Benefits Base Salary (BBS)* rounded to the next highest $1,000. Effective March 1, 2009 the benefit was increased to ten times your Benefits Base Salary (BBS)* rounded to the next highest $1,000.
  - The maximum benefit is $1,000,000.
  - The minimum benefit is $100,000.
- For your spouse—$75,000.
- For your dependent children—$35,000 per child.

For other losses, benefits are paid as a percentage of the benefits described above.

Benefits are paid in the following percentages for the accidental injuries noted:

Loss	Percentage of Total Benefit
Permanent and total disability	100%
Two or more members	100%
Sight in both eyes	100%
Speech and hearing	100%
One member	50%
Sight in one eye	50%
Speech or hearing	0%
Thumb and index finger on the same hand	25%

Loss of use of:	
Four limbs	100% of Principal Sum
Three limbs	75% of Principal Sum
Two limbs	66 2/3% of Principal Sum
One limb	50% of Principal Sum

Definitions of Loss

The definitions of loss for the Business Travel Accident Insurance benefit are as follows:

- *Injury* is bodily injury caused by an accident
- *Member* is a hand or foot. *Loss of a member* means severance through or above the wrist or ankle joint. *Loss of sight, speech or hearing* means total and permanent loss. *Loss of a thumb and index finger* means severance through or above the knuckle joint.
- Loss of use means total paralysis of a limb or limbs which is medically determined to be permanent, complete and irreversible.
- *Continuous total disability* must result from injuries received and must commence within 365 days from the accident. The insured must be unable to perform all duties of his or her occupation.
- *Permanent total disability* means the insured must be unable, after one year of continuous total disability, to engage in any substantially gainful occupation or employment for the remainder of his or her life. These benefits do not apply to active employees over age 75.

*Your Benefits Base Salary (BBS) is defined as your prior year W-2 wages plus any before-tax reductions from your pay checks (including before-tax contributions to the 401(k) Plus Plan, medical and dental premiums, deferrals to PartnerPlusSM and flexible spending contributions) less any noncash compensation (such as restricted stock) and certain other types of nonrecurring compensation (including exercise of stock options, prizes and awards, and payments from PartnerPlus).

Receiving Benefits

The Business Travel Accident Insurance benefit pays for losses incurred while traveling on UBS Financial Services Inc. business. Covered business travel is defined as:

- Any travel assignment authorized by the Firm, including both foreign and domestic travel.
- A trip with a purpose related to furthering Firm business and approved by your manager.
- Travel that begins when you leave your home or place of business, whichever happens first, and continues until you return to your home or place of business, whichever happens first
- Use of automobile or other conveyance if public transportation is normally used to get to work, and that service is not available because of a labor dispute or major breakdown. In the event of this situation, the plan provides coverage of commutation between your place of residence and regular employment.

Covered Air Travel

Air travel losses are covered if you are a passenger on the following:

- Any type of transport aircraft operated by the Military Airlift Command (MAC) of the United States or its foreign equivalent.
- Any civil aircraft, except one owned or operated by the covered employee, a member of his or her household, or the policyholder, unless approved by the insurance company prior to any travel. Civil aircraft will be covered provided such aircraft:
  - Is operated by a properly certified pilot,
  - Has a current unrestricted airworthiness certificate,
  - Is not being used for fire fighting, pipeline inspection, power line inspection, aerial photography, exploration, crop dusting, spraying, seeding, skywriting, sky diving or hang gliding, racing, endurance tests, stunt, acrobatic flying or any operation which requires a special permit from the FAA, even if it is granted.

Other Business Travel Accident Insurance Benefits

There are some unique benefits available through Business Travel Accident Insurance. The maximum benefit available to any insured person of $1,000,000 may be exceeded by the amount of insurance added to your benefit amount by the features listed below:

- **Seat Belt Benefit**—If you are wearing, at the time of an accident, an original, equipped, factory-installed or manufacturer-authorized and unaltered seat belt or lap-and-shoulder restraint, the Seat Belt Benefit provides an additional 20% of the coverage amount to a maximum increase amount of $25,000, for injuries sustained as a result of the vehicular accident.
- **Coma Benefit**—If you lapse into a coma within 31 days of a covered accident, 1% of the benefit amount will be paid monthly for up to 11 months. If, at the end of 11 months, you are still in a coma, 100% of the benefit amount will be paid in a lump sum. The payment may be reduced by the amount of any accidental dismemberment, loss of sight, or speech or hearing benefits paid to you for the loss caused by the covered accident. In this event, benefits will not be paid under the policy for accidental death.

Repatriation/Evacuation

1. This benefit covers costs incurred for your emergency medical evacuation from your location of business to a destination in your country of permanent residence or the nearest facility where appropriate medical care can be obtained.
2. Also covered are the costs incurred for reasonable traveling expenses related to emergency evacuation or, in the case of death, reasonable expenses incurred for the preparation and transportation of your remains to your city of permanent residence.
3. The maximum benefit for either situation above is $50,000.

Other Covered Events

The Business Travel Accident Insurance benefit also covers losses as a result of:

- A bomb scare, bomb search or bomb explosion on any premises of UBS Financial Services Inc. The maximum payable if such an accident results in compensable losses for more than one person covered under this plan, the maximum amount the plan will pay is $25 million.
- A felonious act upon you on any premises of UBS Financial Services Inc. In this case, you are covered for an additional benefit equal to 25% of the principal sum. The maximum payable if such an accident results in compensable losses for more than one person covered under this plan, the maximum amount the plan will pay is $25 million.
- Acts of war, declared or undeclared on a worldwide basis excluding the United States and the District of Columbia.
- A hijacking or skyjacking of any conveyance while traveling on UBS Financial Services Inc. business, regardless of whether or not the event was an act of war.
- Travel in an employee-piloted aircraft if previously approved by your manager and the insurance company.

When Benefits Are Not Paid

Although Business Travel Accident Insurance covers most accidental deaths and injuries, benefits will not be paid for losses resulting from:

- Intentionally self-inflicted injuries, suicide or attempted suicide
- Illness, disease, pregnancy, childbirth, miscarriage or any bacterial infection other than one resulting from an accidental cut or wound
- Declared or undeclared war or any act of declared or undeclared war within the United States and the District of Columbia
- Active duty while a member of the military of any country
- Everyday commuting, personal lunch-hour activities and vacations

When Benefits Are Limited

- Benefits are payable for covered losses only if those losses occur within 365 days of the date of the accident.
- The maximum amount of benefits that will be paid to a covered individual for injuries resulting from one accident is the largest applicable benefit, as outlined in the "Amount of Benefits" section in this document.
- In the event of a single air travel accident resulting in compensable losses for more than one person covered under this plan, the maximum amount the plan will pay to all eligible employees and beneficiaries is $30 million. If that amount is not enough to pay everyone's full amount of coverage, the amount actually paid to each insured person would reflect the amount of that person's coverage in proportion to the coverage of all the other covered personnel/persons (UBS Financial Services Inc. employees and beneficiaries) involved in the accident.

Designating a Beneficiary

You must designate a beneficiary for Business Travel Accident Insurance and Personal Accident Insurance benefits. If you do not designate specific beneficiaries for these benefits, any amounts due will be paid to the beneficiary(ies) you have designated for your Basic Life Insurance benefits under the UBS Financial Services Inc. Medical, Dental and Life Insurance Plan. Log on to the Aetna Beneficiary Management Service website at: *www.aetna.com/group/ubsfinancial* for instructions on how to designate a beneficiary under the Accident Insurance Plan.

Personal Accident Insurance

Amount of Benefits

The Personal Accident Insurance benefit covers you 365 days a year, 24 hours a day, anywhere in the world. If you or a family member is injured, disabled or killed in either a personal or business-related accident, any benefits you receive through Personal Accident Insurance will be in addition to any benefits you may be eligible to receive through Business Travel Accident Insurance.

In the event of loss of life, the benefits payable will depend on which of the two coverage options you have chosen:

Option I: Individual Coverage
Under this option, you may purchase coverage up to 10x your BBS in $10,000 increments, up to a maximum of $1,750,000.

Option II: Family Coverage
Under this option, you purchase coverage for yourself as described in Option I. In addition, you will receive coverage for your family. Coverage will be based on the amount of insurance you purchase for yourself and the eligible members of your family on the date of the accident as follows:

If your family consists of:

- A spouse and no eligible children—your spouse will be insured for 60% of your coverage amount.
- Eligible children and no spouse—each of your eligible children will be insured for 20% of your coverage amount.
- A spouse and eligible children—your spouse will be insured for 55% of your coverage amount, and each eligible child will be insured for 10% of your coverage amount.

For other losses, benefits will be paid as a percentage of the total benefit payable for that covered individual. Benefits are paid in the following percentages for the accidental injuries noted:

Loss	Percentage of Total Benefit
Permanent and total disability	100%
Two or more members	100%
Sight in both eyes	100%
Speech and hearing	100%
One member	50%
Sight in one eye	50%
Speech or hearing	50%
Thumb and index finger on the same hand	25%
Loss of use of:	
Four limbs	100% of Principal Sum
Three limbs	75% of Principal Sum
Two limbs	66 2/3% of Principal Sum
One limb	50% of Principal Sum

Definitions of Loss

The definitions of loss for the Personal Accident Insurance benefit are as follows:

- *Injury* is bodily injury caused by an accident.
- *Member* is a hand or foot. *Loss of a member* means severance through or above the wrist or ankle joint. Loss of sight, speech or hearing means total and permanent loss. *Loss of a thumb and index finger* means severance through or above the knuckle joint.
- *Loss of use* means total paralysis of a limb or limbs, which is medically determined to be permanent, complete and irreversible.

Other Personal Accident Insurance Benefits

If you are covered by Personal Accident Insurance, some unique benefits are available. The maximum benefit available to an insured employee is $1,750,000; spouse is $1,000,000; and for dependent children, $200,000, regardless of any additional amount of insurance added to your benefit amount by the features listed on the following pages.

Waiver of Premium

If you become totally disabled, the premium will be waived provided the disability has continued for a period greater than 12 consecutive months. Premium payments shall continue for the 12 months of continuous total disability. After this 12 month period, premium payments shall be waived until the earliest of the following:

- You are no longer disabled because of the injury
- The policy terminates; or
- You attain age 70

The premium payment will be waived for your surviving eligible spouse and children, coming due during a period of 12 months following your accidental death for which benefits are payable.

Enhanced Dismemberment for Children

If you are enrolled in Option II and your eligible children are dismembered as the result of a covered accident, the benefit amount for your eligible children will be doubled.

- *Continuous total disability* must result from injuries received and must commence within 365 days from the accident. The insured must be unable to perform all duties of his or her occupation and be attended to, on a regular basis by a duly licensed physician, other than the insured or a member of his or her immediate family.
- *Permanent total disability* means the insured must be unable, after one year of continuous total disability, to engage in any substantially gainful occupation or employment for the remainder of his or her life. These benefits do not apply to active employees over age 75.

Common Disaster Benefit

If you are enrolled in Option II, the Common Disaster Benefit increases your spouse's benefit to your coverage amount if you and your spouse die within one year of each other of injuries resulting from the same accident. The combined benefit cannot exceed $2 million.

Automatic Escalator Benefit

If you remain covered by Personal Accident Insurance for more than one year, the Automatic Escalator Benefit increases your coverage amount by 3% on each anniversary of your enrollment in the plan, to a maximum of five automatic increases for continuous participation. These increases are provided at no cost to you. The amount of the increase is based on 3% of the amount of coverage in effect on each of your anniversaries (not including the prior Automatic Escalator Benefits increase). Each year's increase will be included in the total dollar amount of your coverage when: (a) determining the benefit amount payable in the event of a covered loss; and/or (b) determining benefits for your insured family members.

Seat Belt Benefit

If you are enrolled in either Option I or Option II, and you or your injured family member was wearing an original, factory-installed or manufacturer-authorized and unaltered seat belt or lap-and-shoulder restraint, the Seat Belt Benefit provides an additional 20% of the coverage amount, to a maximum increase of $50,000,for injuries sustained as a result of the vehicular accident.

Special Education Benefit

If you are enrolled in Option II and then die in an accident, the Special Education Benefit provides an additional benefit for your child's education. The benefit covers actual tuition not to exceed 5% of the employees' insured principal sum, up to a maximum additional benefit of $7,500. It is payable on behalf of any dependent child who, on the date of the accident, is enrolled as a fulltime student in any institution of higher learning beyond grade 12 or who enrolls as a full-time student in an institution of higher learning within 365 days after the accident.

The benefit is payable each year for a maximum of four consecutive years, but only if the dependent child continues his or her education.

If, at the time of the accident, there are no dependent children who qualify, the Personal Accident Insurance benefit will pay an additional benefit of $1,500 to your designated beneficiaries.

Spouse Retraining Benefit

If you are enrolled in Option II and die as the result of a covered accident, your surviving spouse will, if enrolled in an accredited school for the purpose of retraining or refreshing skills needed for employment, receive up to $7,500 to pay for the expenses incurred for up to 30 months.

Surviving Spouse Benefit

If you are enrolled in Option II and you or your spouse dies, the Surviving Spouse Benefit pays an extra 2% of the amount of the loss of life benefit for each of the 12 consecutive months following the death. The maximum additional benefit will be 24%.

Child Care Benefit

If you are enrolled in Option II and die as the result of a covered accident and have dependent children between birth and 13 years of age attending a licensed child care center or will be enrolled in one within 365 days of the date of your accident, this plan pays for each eligible child the lesser of these amounts: the actual expense charged by the child care center; $10,000 each year; or 5% of the principal sum amount you selected each year for a maximum of five years.

Coma Benefit

If you are enrolled in either Option I or II and either yourself, your spouse or dependent children lapse into a coma within 30 days of a covered accident, 1% of the benefit amount will be paid monthly for up to 11 months. If, at the end of 11 months, you are still in a coma, 100% of the benefit amount will be paid in a lump sum. The payment may be reduced by the amount of any accidental dismemberment, loss of sight, speech or hearing benefits paid to you for the loss caused by the covered accident. In this event, benefits will not be paid under the policy for accidental death.

Felonious Assault Benefit

If you or a covered family member suffers injury or death on the Firm's business or on the Firm's premises, the Felonious Assault Benefit provides an additional 25% of the benefit amount if the injury or death was the result of the following:

- A robbery or holdup (or an attempt at a robbery or holdup)
- A kidnapping related to a holdup

Travel Assistance Benefit

If you or a covered family member are injured or killed as a result of a covered accident while on a covered trip, you may be entitled to the following travel assistance benefits, subject to certain limitations:

- Medical evacuation
- Medical repatriation
- Nonmedical repatriation
- Return of remains
- Visit to hospital

For more detailed information, please call 1-888-889-5330.

When Benefits Are Not Paid

Personal Accident Insurance will not pay benefits for losses resulting from:

- Intentionally self-inflicted injuries, suicide or attempted suicide
- Illness, disease, pregnancy, childbirth, miscarriage or any bacterial infection other than one resulting from an accidental cut or wound
- Declared or undeclared war or any act of declared or undeclared war within the United States and the District of Columbia
- Active duty while a member of the military of any country
- Travel or flight in any aircraft:
  - While being used for any test or experimental purposes
  - While the insured is operating, learning to operate or serving on the crew
  - While being operated by, for, or under military authority (other than transport-type aircraft operated by the Military Airlift Command of the United States or a similar air transport service of any other country)
  - Owned or leased by UBS Financial Services Inc. or any of its subsidiaries or affiliates

Designating a Beneficiary

You must designate a beneficiary for both Business Travel Accident Insurance and Personal Accident Insurance benefits. If you do not designate specific beneficiaries for these benefits, any amounts due will be paid to the beneficiary(ies) you have designated for your Basic Life Insurance benefits under the UBS Financial Services Inc. Medical, Dental and Life Insurance Plan.

Log on to the Aetna Beneficiary Management Service website at: *www.aetna.com/group/ubsfinancial* for instructions on how to designate a beneficiary under the Accident Insurance Plan.

Special Situations

Personal Accident Insurance Benefit

When you reach age 75, the death and dismemberment benefit you are eligible for will be reduced as follows:

At Age	Benefit Reduction
75 to 79	Reduced to 57.5%
80 to 84	Reduced to 37.5%
85 and on	Reduced to 20.0%

In addition, when you reach age 75, you are no longer eligible to receive disability benefits through the Personal Accident Insurance benefit.

Leaves of Absence

Insurance may be continued during authorized leaves of absence (for periods of absence not to exceed 12 months) by payment in advance of the full premium due during such leave to the insurance carrier. At the end of the 12 month leave of absence period, if you have not returned to work, coverage will terminate. All insurance will be terminated for non-payment of required premiums to the insurance carrier when on leave of absence.

These reductions apply only if you are a covered employee. Regardless of your age, coverage for your spouse and dependents under this plan continues to be based on the amount of personal accident insurance you have elected for yourself before you reach age 75. Coverage for your spouse ends when he or she reaches age 75. Coverage for your dependents ends when they no longer meet the definition of an eligible dependent as defined in the "Joining the Plans" section of this document.

When Participation Ends

Participation in the Accident Insurance Plan (with respect to both Personal Accident Insurance and Business Travel Accident Insurance benefits) will end if you:

- Become totally disabled (except for Personal Accident Insurance, which will continue while you are on short-term disability and payroll deductions are made on your behalf for that benefit)
- Change eligibility status from locked-in to not locked-in
- Terminate employment with UBS Financial Services Inc.
- Retire
- Die

Converting Your Accident Insurance Coverage

If your employment with the Firm ends, you will have the option to convert your Personal Accident Insurance to an individual policy if you are under 70 years of age. Your maximum level of individual coverage will be limited to the coverage level the covered person (you, your spouse or your dependent) had under the Personal Accident Insurance benefit. The amount you elect must be between $25,000 and less than $250,000.

In order to convert your coverage, you must contact the Zurich Insurance Company Conversion Unit at 800-834-1959. Be prepared to provide policyholder name, address and policy number (GTU 3514165). You must complete your conversion application within 31 days of the date you leave the Firm or the date you go on long-term disability.

Business Travel Accident Insurance coverage is not eligible for conversion.

You will work directly with the insurance company for your conversion policy. Although you and your spouse will not be asked to submit evidence of good health, the premium rates and types of insurance policies available for conversion may be different from those you participated in while you were an active employee. In no case will the converted policy amount be more than the coverage amount you had while an active employee.

Amendment and Termination

The UBS Financial Services Inc. Group Health and Welfare Benefits Plan (the "Plan") and any component thereof (including the Accident Insurance Plan) may be modified or amended at any time by resolution of the Board of Directors of the Firm or its authorized delegates. Notwithstanding the foregoing, any amendment to the Plan or the Accident Insurance Plan which:

- Is necessary or advisable to effect changes approved by the Board of Directors of the Firm
- Makes changes required by applicable law
- Adopts technical or clarifying amendments, or
- Does not in any significant respect increase benefits or cost to the Firm

may be made by any of the following officers of the Firm: the Chairman and Chief Executive Officer, the President, the Chief Financial Officer, the General Counsel, the Director of Human Resources and by the Plan Administrator. Amendments or modifications that materially affect covered participants will be communicated to the covered participants by the Plan Administrator.

The Plan or any component thereof (including the Accident Insurance Plan) may be terminated at any time by resolution of the Board of Directors of the Firm effective as of the date termination is authorized. In the event of such termination, Participants shall have only such rights to benefits as is provided by the terms of the applicable insurance contract and shall not have any recourse against UBS Financial Services Inc. with respect to such benefits.

Administration of the Accident Insurance Plan

The Plan Administrator (which for the purpose of this section of the SPD includes its authorized delegates unless the context dictates otherwise) shall have the power and authority in its sole, absolute, and uncontrolled discretion to control and manage the operation and administration of the UBS Financial Services Inc. Group Health and Welfare Benefits Plan (the "Plan") (which includes the Accident Insurance Plan) and shall have all powers necessary to accomplish these purposes including, but not limited to, the following:

- The power to determine who is eligible for benefits under the Plan
- The power to determine when, to whom, in what amount, and in what form payments are to be made under the Plan
- The power to apply, construe, and interpret all the provisions of the Plan
- The power to make factual determinations
- The power to appoint such agents, counsel, accountants, consultants and other persons as may be required to assist in administering the Plan; and
- Such powers as are necessary, appropriate, or desirable to enable it to perform its responsibilities, including the power to establish rules, regulations, and forms with respect thereto

In exercising its fiduciary responsibilities, the Plan Administrator shall have discretionary authority to determine whether and to what extent Plan participants and their beneficiaries are eligible for benefits, and to construe disputed or ambiguous Plan terms. Any decisions made by the Plan Administrator in accordance with the Plan (including the Accident Insurance Plan) shall be final, binding and conclusive. The Plan Administrator shall be deemed to have properly exercised such authority unless it has abused its discretion hereunder by acting arbitrarily and capriciously.

The Plan Administrator shall have overall responsibility for the administration of the Plan. However, the Plan Administrator may designate other persons to carry out any of the Plan Administrator's duties and responsibilities under the Plan, including, without limitation, designating claims administrators with respect to the Accident Insurance Plan. If a third party administrator or insurer is designated to process claims and appeals, such administrator or insurer will have discretionary authority to apply, construe and interpret the Plan and to grant or deny claims for benefits (including, where applicable, appeals). Such persons shall be fiduciaries to the extent provided by Employee Retirement Income Security Act (ERISA) and the regulations there under.

Whenever payments have been made by a claims administrator with respect to covered charges under the Plan in total amount which, at any time, are in excess of the maximum amount of payment necessary at the time to satisfy the terms of the applicable plan or program (i.e., the Accident Insurance Plan), the Plan Administrator has the right to recover payments, to the extent of such excess, from among one or more of the following:

- Any persons to or for or with respect to whom such payments were made
- Any insurance companies, or
- Any other organizations

Claims & Appeals Process

Filing a Claim

If you or a covered family member is injured or killed in an accident, your beneficiary or family should contact the Benefits Department within 30 days after a covered loss or as soon as reasonably possible. You will be provided with the appropriate forms, instructions on any additional paperwork that is needed and an explanation of which benefits are payable. Written proof must be given to the Benefits Department within 90 days after the date of loss.

The Plan Administrator has appointed the Zurich Insurance Company (the "Insurance Company") as the claims administrator for adjudicating claims for benefits under the Accident Insurance Plan and for deciding any appeals of denied claims. The Insurance Company shall have the authority, in its discretion, to interpret the terms of the Accident Insurance Plan, to decide questions of eligibility for coverage or benefits under the Accident Insurance Plan and to make any related findings of fact. All decisions made by the Insurance Company shall be final and binding on participants and beneficiaries to the full extent permitted by law.

If your claim is approved, you will receive the appropriate benefit from the Insurance Company. If your claim is denied, in whole or in part, you must receive a written notice from the Insurance Company within 90 days (45 days in the case of a claim for disability benefits) after your claim is received. If circumstances require an extension of time to process the claim, the Insurance Company may, at its discretion, extend the original review period for up to an additional 90 days (30 days in the case of a claim for disability benefits, with an additional 30 day extension period possible if circumstances require). If an extension is necessary, you will be notified before the preceding review period expires of the reason for the extension and the date by which it is expected that a decision will be made. In the case of any extension with respect to a disability benefits claim, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. The claimant will be given at least 45 days within which to provide the specified information. In the event the claim is denied, the Insurance Company's written notice must include the following information:

1. The specific reason(s) the claim was denied.
2. Specific reference to the policy provision(s) on which the denial was based.
3. A description of any additional information or material required for your claim to be reconsidered, and an explanation of why such information or material is necessary.
4. In the case of any claim for a disability benefit, identification of any internal rule, guideline or protocol relied on in making the claim decision, and an explanation of any medically related exclusion or limitation involved in the decision.
5. A statement informing you of your right to appeal the decision, and an explanation of the appeal procedure, as outlined below, including a statement that you may bring a civil action under Section 502(a) of ERISA if your appeal is denied.

Appeals Process

Whenever a claim is denied, you have the right to appeal the decision. You (or your duly authorized representative) must make a written request for appeal to the Insurance Company within 60 days (180 days in the case of any claim for disability benefits) from the date you receive the denial. If you do not make this request within that time, you will have waived your right to appeal.

Once your request has been received by the Insurance Company, a full, fair and prompt review of your claim must take place. This review will give no deference to the original claim decision, and will not be made by the person who made the original claim decision or a subordinate of that individual. During the review, you (or your duly authorized representative) have the right, upon request and free of charge, to review and receive copies of any documents that have a bearing on the claim, including the documents which establish and control the Accident Insurance Plan. If necessary, appropriate medical experts will be consulted, and any medical experts consulted by the Insurance Company will be identified. Any medical expert consulted shall be an individual who is neither the individual who was consulted in connection with the initial adverse benefit determination, nor the subordinate of any such individual. You may also submit issues, comments, documents and other information that you feel might affect the outcome of the review. The review will take into account all information submitted by you that is relevant to your claim whether or not it was submitted or considered in the initial benefit determination.

The Insurance Company has 60 days (45 in the case of a claim for disability benefits) from the date it receives your request to review your claim and notify you of its decision.

Under special circumstances, the Insurance Company may require more time to review your claim. If this should happen, the Insurance Company must notify you, in writing, that its review period has been extended for an additional 60 days (or 45 days in the case of a claim for disability benefits).

Once its review is complete, the Insurance Company must notify you, in writing, of the results of the review and indicate the plan provisions upon which it based its decision. The Insurance Company's written notice must also include a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits, and a statement that you may bring a civil action under Section 502 (a) of ERISA if your appeal has been denied. In the case of any claim for a disability benefit, the notice will also identify any internal rule, guideline, or protocol relied on in making the claim decision, and an explanation of any medically related exclusion or limitation involved in the decision.

Your Rights Under ERISA

The Accident Insurance Plan is a component plan in the UBS Financial Services Inc. Group Health and Welfare Benefits Plan (the "Plan"). As a participant in a UBS Financial Services Inc. benefit plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may request a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Continue Group Health Plan Coverage

- Continue healthcare coverage for yourself, spouse or dependents if there is a loss of such coverage under the UBS Financial Services Inc. Medical, Dental and Life Insurance Plan or Flexible Spending Account Plan (component parts of the Plan) as a result of a qualifying event. You or your dependents may have to pay for such coverage.
- Review the Summary Plan Descriptions and the documents governing the UBS Financial Services Inc. Medical, Dental and Life Insurance Plan and Flexible Spending Account Plan (component parts of the Plan) on the rules governing your COBRA continuation coverage rights
- Reduction or elimination of exclusionary periods of coverage for pre-existing conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the Plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a pre-existing condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension or welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension or welfare benefit is denied or ignored, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have your claim reviewed and reconsidered, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries' misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about any of the Plans, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue N.W.
Washington, D.C. 20210
202-219-8776
www.dol.gov/dol/ebsa

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Plan Information

Plan Name
The technical name of the plan is the UBS Financial Services Inc. Group Health and Welfare Benefits Plan (the "Plan"). As previously noted, the UBS Financial Services Inc. Travel Accident Insurance Plan is a component part of the Plan.

Plan Sponsor/Employer
The plan sponsor of the Plan (which as noted above includes the Travel Accident Insurance Plan) is UBS Financial Services Inc., 1000 Harbor Boulevard, 10th Floor, Weehawken, NJ 07086

Plan Insurer
The insurer of the UBS Financial Services Inc. Travel Accident Insurance Plan is Zurich Life Insurance Company, One Liberty Plaza, New York, NY 10006, 212-225-7000

Employer Identification Number
The Internal Revenue Service has assigned the Employer Identification Number (EIN 13-2638166) to UBS Financial Services Inc.

Plan Number
The plan number of the UBS Financial Services Inc. Group Health and Welfare Benefits Plan is 508.

Plan Benefits
The Plan is a welfare benefit plan which provides the following benefits to eligible employees:

- Medical, Dental and Life Insurance benefits through the UBS Financial Services Inc. Medical, Dental and Life Insurance Plan
- Medical and Dependent Care reimbursement through the UBS Financial Services Inc. Flexible Spending Account Plan
- Vision benefits through the UBS Vision Services Plan
- Long-Term Disability Insurance through the UBS Financial Services Inc. Long-Term Disability Plan
- Accident insurance through the UBS Financial Services Inc. Travel Accident Insurance Plan
- Severance benefits through the UBS Financial Services Inc. Severance Pay Plan
- Legal Services through the UBS AG Group Legal Program
- Behavioral Health Counseling services through the UBS AG Employee Assistance Program

As previously noted, the UBS Financial Services Inc. Travel Accident Insurance Plan and the benefits provided through it are a component part of the Plan.

Plan Financing
Contributions to the Travel Accident Insurance Plan are made by UBS Financial Services Inc. for Business Travel Accident Insurance and by the employees for Personal Accident Insurance. The amount of such contributions is determined by the amount charged by Zurich Insurance Company under the applicable insurance policy.

Payment of Benefits
Zurich Insurance Company will make all payments under the Travel Accident Insurance Plan (i.e., the Travel Accident Insurance Plan is a "fully insured" plan).

Governing Laws
The provisions of the Plan shall be construed, administered and enforced according to applicable federal laws as interpreted and applied by the federal courts located in the State of New York and the laws of the State of New York, without regard to any conflict of law rules.

Severability
The Provisions of the Plan are severable. If any provision of the Plan is deemed illegally or factually invalid or unenforceable to any extent or in any application, then the remainder of the provision and the Plan, except to such extent or in such application, shall not be affected, and each and every other provision of the Plan shall be valid and enforceable to the fullest extent and in the broadest application permitted by law.

Plan Documents

The benefits described in the individual Summary Plan Descriptions for the Plan components are subject to the terms and conditions of the individual plan documents or insurance contracts. If there is a discrepancy between the individual SPDs and the plan documents, the terms of the plan documents will govern.

Plan Limitations

Being a participant in a UBS Financial Services Inc. benefit plan does not give an employee the right to continued employment with UBS Financial Services Inc. or any of its subsidiaries or affiliates. An employee cannot sell, transfer, pledge or assign either voluntarily or involuntarily the value of his or her benefit.

Agent for Service of Legal Process

Any service of legal process involving the Plan should be made by delivery to the Plan Administrator at the address set forth below. If the legal process concerns a claim under an insurance policy, you may serve the legal process by delivery to the applicable insurance company.

Plan Year

The plan year for the Plan (including the Travel Accident Insurance Plan) is the calendar year.

Plan Administrator

The Plan Administrator (or its authorized delegate) has the sole discretion and authority to apply, construe, and interpret all provisions of the Travel Accident Insurance Plan, to grant or deny all claims for benefits and to determine all benefit eligibility issues (including eligibility for the Travel Accident Insurance Plan). The Plan Administrator (or its authorized delegate) will exercise such powers in a uniform and non-discriminatory manner. All decisions on determinations made on appeal by the Plan Administrator (or its authorized delegate) or the Benefits Administration Committee are final and binding on all parties.

The Plan Administrator for the Plan is
Head of Benefits
UBS Financial Services Inc.
1000 Harbor Boulevard, 10th Floor
Weehawken, NJ 07086
201-352-7845

For general questions regarding the Travel Accident Insurance Plan, please contact the Benefits Department at 888-827-9647.

UBS Financial Services Inc.
www.ubs.com/financialservicesinc
090826-1068

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